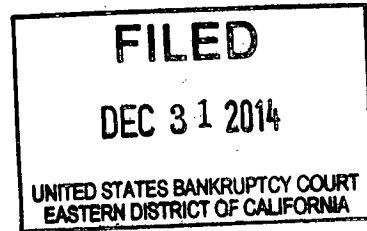


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CROF



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Plaintiff-Debtorin Pro Se

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT, BAKERSFIELD DIVISION**

**Case No. 10-16183
Chapter 7**

SALMA H. AGHA
an individual,

Debtor,

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF-DEBTOR'S MOTION TO
DISQUALIFY KLEIN DENATALE
GOLDNER LAW FIRM FROM
REPRESENTING DEFENDANT
TRUSTEE VETTER DUE TO
1. CONFLICT OF INTEREST AS
PLAINTIFF-DEBTOR WAS THEIR
FORMER EMPLOYER AND
2. THIS CURRENT EMPLOYMENT
WAS FRAUDULENTLY ALLOWED
BY DEFENDANT JUDGE
CLEMENT;**

**Judge: HON RICHARD LEE
Hearing Date: February 5, 2015
Time: 9:00 am
Place: US Bankruptcy Court
1300 18th Street, Ste A
Bakersfield, CA**

PLEASE NOTE: The **DUTY TO REPORT MISCONDUCT** to the appropriate governing authorities is an ethical duty imposed on Judges, Attorneys etc in the United States by the rules governing professional responsibility. Acts constituting misconduct include tampering with evidence, suborning perjury and committing criminal acts of violence or dishonesty. Failure to report such crimes can result in disbarment, sanctions, impeachment etc.

**PLAINTIFF-DEBTOR'S MEMORANDUM OF POINTS & AUTHORITIES RE HER MOTION TO DISQUALIFY KLEIN DENATALE GOLDNER LAW FIRM FROM REPRESENTING DEFENDANT TRUSTEE VETTER DUE TO
1. CONFLICT OF INTEREST AS PLAINTIFF-DEBTOR WAS THEIR FORMER EMPLOYER AND 2. THIS
CURRENT EMPLOYMENT WAS FRAUDULENTLY ALLOWED BY DEFENDANT JUDGE CLEMENT**

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MEMORANDUM OF POINTS AND AUTHORITIES

Salma Agha-Khan, MD., Plaintiff-Debtor in Pro Per herein, submits the following Memorandum of Points and Authorities in compliance with Local Rule 7-19 that following **illegal reopening of her Bankruptcy lacking jurisdiction,**

I. FACTUAL HISTORY

Defendant Judge Clement **acting under color of professional right against a Minority Woman of Color** with full knowledge of the serious conflict of interest between Plaintiff and Defendant attorneys, approved their fraudulent application, allowing them to be hired by Defendant Trustee Vetter who also knew of the conflict but still "hired" them intentionally as professionals in Plaintiffs illegally reopened Bankruptcy lacking jurisdiction (*Exhibit 8: Summary of Bankruptcy Dates*).

Defendant Judge Clement acting under color of professional right also fraudulently allowed RETROACTIVE, BACK DATED employment of Defendant attorneys to September 13, 2012, PREDATING even Defendant Trustee Vetter's appointment to this case – in violation of Federal Laws of Bankruptcy and US Department of Justice Chapter 7 Trustee Handbook Chapter (*Exhibit 1: Doc #77*) Note: On September 13, 2012 the fraudulent illegal motion to reopen Plaintiffs Bankruptcy was filed – thus these **Defendants were conspiring and colluding prior to the fraudulent, illegal reopening of Plaintiffs Bankruptcy!**

Background for this extreme conflict of interest: Plaintiff Salma Agha-Khan MD., was previously represented by Defendants KDG and that representation resulted in a malpractice claim against them which was

1 settled by Defendant Goldner in his office, in the amount of about
 2 **\$30,000.00** (*Exhibit 2: Defendant KDGs letter to their Client June 29,*
 3 *2004*) and (*Exhibit 3: Plaintiffs letter to Defendnat KDG outlining their*
 4 *causes of malpractice April 4, 2006*)

5 Defendant Judge Clement with full appreciation and acknowledgement
 6 of Defendant KDGs "need for revenge" against Plaintiff, gave these
 7 attorneys the very opportunity they had been wanting for years by
 8 legalizing the hiring of these attorneys on Debtor's illegally reopened
 9 Bankruptcy case. Judge Clement had to ambush the hiring due the conflict
 10 which was catalyzed by these corrupt thieves forging an alliance with fellow
 11 thieves Breitman, BBG Ltd, Zouras and Chandler against the Debtor
 12 because of their somewhat mutual "needs" to defraud unsuspecting
 13 individuals.

14 Defendant Judge Clements Order (*Exhibit 1: Doc #77*) allowing
 15 Defendants attorneys **RETROACTIVE** employment was issued on
 16 November 21, 2012, **THIRTEENTH DAY AFTER FILING OF DEFENDANT**
 17 **TRUSTEES ILLEGAL MOTION** REQUESTING THIS APPOINTMENT on
 18 November 8, 2012. This fraudulent motion of Defendant Trustee Vetter thus
 19 PREDATED ATTORNEYS APPOINTMENT PRIOR TO HIS OWN APPOINTMENT
 20 TO THIS CASE (*Exhibit 4: Doc #72*).

21 Defendant Judge Clement being an accessory to this conspiracy made
 22 sure that no objection to this illegal back dated employment could be filed
 23 so he issued his order on ninth day of filing of request for employment,
 24 approving this illegal unethical alliance between Defendants. (*Exhibit 1: Doc*
 25 *#77*).

1 Defendant Judge Clement further issued an Order in Civil Minutes
2 stating (*Exhibit 5: Doc #109*) that

- 3 i) "Notice: LBR 9014-1(f)(2); **no written opposition required**"
- 4 ii) **"No responding party is required to file written**
5 **opposition to the motion"** (Pg1Paras1&2)

6 Defendant Judge Clement by issuing these orders ensured ambushed
7 appointment of Defendant attorneys to Plaintiffs illegally reopened
8 Bankruptcy without any written evidence of opposition to this illegal hiring,
9 confirming that he knew and endorsed all the lies stated under oath by
10 Defendant Trustee Vetter (*Exhibit 4: doc #72*) and Defendants Holder and
11 KDG under guidance of Defendant Goldner. Defendant Judge Clement was
12 indeed a **"partner in crime"** acting under color of official right (*Exhibit 6:*
13 *Doc #73*) and (*Exhibit 7: Doc #97*)

14 Defendant KDG's continued representation of Defendant Jeffrey Vetter
15 has been violating FRCP RULE 1 AND 11, CALIFORNIA CODE OF CIVIL
16 PROCEDURE 128; CALIFORNIA BUSINESS AND PROFESSIONS CODE 6068;
17 CALIFORNIA STATE BAR RULES and other statutory law and ethical
18 considerations, which constitute attorneys misconduct.

19 This motion regarding Notice of their illegal unethical ambushed hiring
20 in Plaintiff's illegally reopened Bankruptcy case is made with the plea that
21 these criminals must no longer be allowed to conspire against the Plaintiff.
22 Defendants KDG, Holder and Goldner etc must be Disqualified from
23 representing Defendant Trustee Vetter.

24 This notice will also be based upon the Memorandum of Points and
25 Authorities below; on the Declaration of Salma Agha-Khan, MD., with
Exhibits attached hereto; and the files and records in this matter.

1 **II. DEFENDANT KDG LAW FIRM NOW REPRESENTING DEFENDANT**
 2 **VETTER HAD PREVIOUSLY REPRESENTED THE PLAINTIFF**

3 During the period 2004 through 2006, the predecessor of Defendants
 4 KLEIN, DENATALE, GOLDNER, COOPER, RENENLIEB & KIMBALL, LLP,
 5 erroneously sued as KLEIN, DENATALE, GOLDNER, were in fact called
 6 KLEIN, DENATALE, GOLDNER ("KDG"). Plaintiff met with Barry Goldner,
 7 partner, and retained them in a civil litigation matter. Plaintiff paid them
 8 over \$35,000.00. Plaintiff disclosed very confidential matters to them
 9 pertaining to her primary residence which they were litigating, incidentally
 10 the same primary residence which was illegally "mistakenly foreclosed" by
 11 Defendant Citi Bank who is a banking client of Defendant KDG law firm.

12 Defendant Citi Bank **bypassed the Bankruptcy Court** and had the
 13 Plaintiff and her two children illegally evicted from their home of ten plus
 14 years. This illegal eviction was known to and ALLOWED by Defendant Judge
 15 Clement in Adversary Proceedings. Defendant Judge Clement ruled in favor
 16 of Citi Bank's illegal eviction of Plaintiff and also refused to vacate the illegal
 17 lock-out **knowing it was in Violation of Automatic Stay** imposed by
 18 Bankruptcy.

19 Defendant Attorney's Client, Defendant Citi Bank et al with help of
 20 Defendants ReMax and Debbie Banducci et al **repeatedly trespassed**
 21 Plaintiff's Primary Residence and **stole all of Plaintiff's and her two**
 22 **children's lifelong belongings** in willful and intentional violation of
 23 automatic stay imposed by reopening of Plaintiff's Bankruptcy. Again this
 24 was allowed by Defendant Judge Clement.

25 /////

1 Plaintiff's belongings stolen from her primary residence included **ALL**
 2 **HER ORIGINAL MEDICAL DIPLOMAS, LICENCES, PERMITS**
 3 **(INCLUDING DRUG ENFORCEMENT AGENCY'S PERMIT) AND BOXES**
 4 **OF CONFIDENTIAL PATIENT INFORMATION AND PATIENT RECORDS**
 5 FROM HER RECENTLY CLOSED MEDICAL OFFICE. Thus **HIPPA VIOLATION**
 6 is part of **Defendants innumerable Grand Thefts!**

7 Defendant attorneys unethical behavior against Plaintiff, their Client in
 8 that representation, resulted in a malpractice claim Plaintiff made against
 9 the now Defendant KDG. (*Exhibit 2&3*). Upon receiving notice of the
 10 claim, Defendant Barry Goldner, partner in now Defendant KDG called
 11 Plaintiff into his office; apologized to the Plaintiff; blamed everything on a
 12 junior associate; and offered Plaintiff a one-time settlement returning
 13 Plaintiff ***most of the fees she paid to KDG for their services in this***
 14 ***legal matter***, but retaining some \$10,000.00 for costs, without any
 15 accounting for the costs. Defendant KDGs Principal, Barry Goldner,
 16 admitted to the malpractice, but did nothing further to correct the mistakes.
 17 Plaintiff lost a substantial amount of monies due to the malpractice as
 18 tacitly admitted by Defendant Barry Goldner to the Plaintiff.

19
 20 **III. A WELL DOCUMENTED ATTORNEY-CLIENT**
 21 **REALTIONSHIP EXISTED BETWEEN PLAINTIFF AND**
 22 **DEFENDANT ATTORNEYS.**

23 In order to move to disqualify counsel, one must establish that the
 24 prior counsel was in fact in an attorney-client relationship with the client.
 25 "An attorney represents a client - for purposes of a conflict of interest

analysis - when the attorney knowingly obtains material confidential information from the client and renders legal advice or services as a result." People ex rel. Dept. of Corporations v. Speedee Oil Change Systems, Inc., 20 Cal. 4th 1135, 1148 (1999). An attorney that meets with the client, discusses the issues of the case and outlines the options for the client establishes an attorney-client relationship. People vs. Deukemejian, 29 Cal. 3d 150 (1981).

There can be no doubt that the Plaintiff was a client of the now Defendant KDG LLP., and there is no doubt that Plaintiff gave the now Defendant KDG LLP., confidential information with eventual settling of a malpractice claim.

IV. THIS COURT HAS THE POWER TO UPHOLD THE INTEGRITY OF THE JUDICIAL PROCESS AND DISQUALIFY COUNSEL WHEN COUNSEL'S UNETHICAL REPRESENTATION VIOLATES THE BASIC LAWS ON CONFLICT OF INTEREST IN LEGAL PROCEEDINGS

An integral part of the Plaintiff's case arises from the illegal and unethical conduct of the Trustee, Defendant Jeffrey Vetter who conspired with other , acting under color of professional right, to defraud and steal Plaintiffs property as a favor to their "new friends" Defendants Breitman, BBG Ltd, Zouras and Chandler.

All Defendants intentionally and repeatedly lied and misreported in all their pleadings allowed by Defendant Judge Clement who knew the truth. Defendant Judge Clement intentionally and purposefully ignored all the Court records, filings etc. contained in Plaintiff's Chapter 7 Bankruptcy as

1 evidence on record, proving him to be a co-conspirator in this well thought
2 out and cunningly planned GRAND THEFT scheme perpetrated to steal
3 Plaintiffs properties (Please see Exhibits submitted with Second Amended
4 Complaint).

5 All Defendants lied about the case itself and lied regarding the
6 contents of all documents and proceedings to fraudulently pursue a matter
7 for which they knew the statute of limitation had expired (*Exhibit 9: DOJ*
8 *Chapter 7 Trustee Handbook:Pg8-12*) and that Trustee's office had
9 destroyed critical evidence of Creditors Meeting recordings.

10 Plaintiff's Bankruptcy was illegally reopened September 18, 2012,
11 lacking jurisdiction, over two years after initial filing of Bankruptcy on May
12 30, 2010 (*Exhibit 8*) and exactly 2 years after the destruction of last
13 Creditors Meeting recording in August 2012, according to Trustee Office
14 Policy (*Exhibit 10*).

15 This illegal and unethical collusion was forged between Defendants
16 acting under color of professional right to perpetrate grand theft of
17 intentionally stealing Plaintiffs properties from her by force. This is the
18 reason Plaintiff is in this Court now.

19 Pursuant to California Code of Civil Procedure section 128(a) (5), the
20 court has the inherent power "to control in furtherance of justice, the
21 conduct of its ministerial officers, and of all persons in any manner
22 connected with a judicial proceeding before it, in every manner pertaining
23 thereto." California Code Civil Procedure § 128(a) (5); *In re Complex*.

24 The Federal Rules of Civil Procedure ("FRCP") also provides for the
25 same. Rule 1 states as follows: "These rules govern the procedure in all

1 civil actions and proceedings in the United States District courts, except as
2 stated in Rule 81. They should be construed and administered to secure the
3 just, speedy, and inexpensive determination of every action and
4 proceeding."

5 FRCP RULE 11 b) Representations to the Court provides: "By
6 presenting to the court a pleading, written motion, or other paper - whether
7 by signing, filing, submitting, or later advocating it - an attorney or
8 unrepresented party certifies that to the best of the person's knowledge,
9 information, and belief, formed after an inquiry reasonable under the
10 circumstances:

11 (1) it is not being presented for any improper purpose, such as to
12 harass, cause unnecessary delay, or needlessly increase the cost of
13 litigation;

14 (2) the claims, defenses, and other legal contentions are warranted
15 by existing law or by a non-frivolous argument for extending,
16 modifying, or reversing existing law or for establishing new law;

17 (3) the factual contentions have evidentiary support or, if specifically
18 so identified, will likely have evidentiary support after a reasonable
19 opportunity for further investigation or discovery; and

20 (4) the denials of factual contentions are warranted on the evidence
21 or, if specifically so identified, are reasonably based on belief or a lack
22 of information."

23 It is well known to all the Defendants that the Plaintiff has made
24 complaints of Judicial Misconduct (*Exhibit 11*), Trustee Misconduct (*Exhibit*
25 *12*), Attorneys Misconducts and other reports to appropriate investigating

1 offices. These complaints are still being investigated, thus unresolved so
2 far. (See Declaration of Salma Agha-Khan, MD and exhibits thereto)

3 Under the circumstances, Defendants attorneys of Defendant KDG law
4 firm cannot abide by the oath in FRCP Rule 11 B. It is completely
5 impossible given the facts of their previous representation, and the lack of
6 full disclosure, that these Defendants can possibly abide by this oath.
7 Their appearance in these matters gives the distinct "**appearance of**
8 **impropriety**".

9 Additionally under California State Bar Rules of Professional Conduct
10 Rule 3-310 Avoiding the Representation of Adverse Interests

11 (A) For purposes of this rule:

- 12 (1) "Disclosure" means informing the client or former client of the
13 relevant circumstances and of the actual and reasonably
14 foreseeable adverse consequences to the client or **former client**;
15 (2) "Informed written consent" means the client's or **former client's**
16 **written agreement to the representation following written**
17 **disclosure**;
18 (3) "Written" means any writing as defined in Evidence Code section
19 250.

20 (B) A member shall not accept or continue representation of a client
21 without providing written disclosure to the client where:

- 22 (1) The member has a legal, business, financial, professional, or
23 personal relationship with a party or witness in the same matter;
24 or
25 (2) The member knows or reasonably should know that:

(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and

(b) the previous relationship would substantially affect the member's representation; or

(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or

(4) The member has or had a legal, business, financial, or professional interest in the subject matter of the representation.

(C) A member shall not, without the informed written consent of each client:

(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or

(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or

(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.

(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the

1 **client or former client where, by reason of the representation of**
 2 **the client or former client, the member has obtained confidential**
 3 **information material to the employment. (emphasis added)**

4 "Where the potential conflict is one that arises from the successive
 5 representation of the clients with potentially adverse interests, the courts
 6 have recognized that the chief fiduciary value jeopardized is that of client
 7 *confidentiality.*" *Flatt v. Superior Court*, 9 Cal. 4th 275, 283 (1994),
 8 emphasis in original; see also *Jessen v. Hartford Casualty Ins. Co.*, 111 Cal.
 9 App. 4th 698, 705 (2003)

10 "The paramount concern is the preservation of public trust in the
 11 scrupulous administration of justice and the integrity of the bar." The
 12 "substantial relationship test" is "intended to protect the confidences of
 13 former clients where an attorney has been in a position to learn them."
 14 *Knight v. Ferguson*, 149 Cal. App. 4th 1207, 1213 (2007); quoting H. F
 15 *Ahmanson & Co. v. Salomon Bros., Inc.*, 229 Cal. App. 3d 1445, 1455
 16 (1991)

17 Without going into confidential information about the nature of the
 18 underlying representation, Plaintiff can state with certainty that certain
 19 items of confidentiality were disclosed to Defendant KDG which these
 20 Defendants used to "mistakenly" get her primary residence foreclosed by
 21 their client Defendant Citi Bank who also illegally evicted the Plaintiff and
 22 her two children from their home bypassing the Bankruptcy Court, stealing
 23 their belongings in the process.

24 Defendant KDG is fully aware of that relationship and **TO THIS DAY**
 25 **HAS NEVER SOUGHT PERMISSION** from Plaintiff to represent the
 Defendant Trustee Vetter AGAINST HER.

1 In addition recent California case, a 2011 decision, *Kennedy v.*
 2 *Eldridge*, 201 Cal. App. 4th 1197 (2011), suggests an unusual approach
 3 considerably different than prior California law to support an attorney's
 4 disqualification. In *Kennedy*, the court found a basis for arising from **an**
 5 **appearance of impropriety** - a standard that has not been applied to
 6 attorney disqualification in California for quite some time - and the
 7 **prospect that the lawyer might have to testify as a witness**, even
 8 though the proceeding did not involve a jury, and the circumstances would
 9 not have violated Rule 5-210 of the Rules of Professional Conduct.

10 The *Kennedy* court also breathed new life into a discredited standard
 11 for disqualification, an "**appearance of impropriety**," even where there is
 12 no breach of an ethical rule or a fiduciary duty.

13 In Plaintiffs case we have more than just the "appearance of
 14 impropriety". Here we have prior representation, disclosure of confidential
 15 facts in the prior representation, complaint of malpractice by Defendant
 16 KDG, complaint of malpractice resolved by compromise with office
 17 settlement and returning Plaintiff **about \$30,000.00** from the fees paid to
 18 them by her. (This "**in office compromise**" was most likely never
 19 reported to the State Bar even though it was well over the legal reporting
 20 limit of \$10,000.00). (*Exhibits 2&3*)

21 Dr. Agha-Khan was advised to take the money or the offer would go
 22 away. She was not permitted to seek independent legal advice on the
 23 matter. Yes Dr. Agha-Khan has since become sophisticated in dealings with
 24 lawyers, but back then she had very little if not any experience with
 25 lawyers.

1 **TO THIS DAY** there has been no offer made to have the Plaintiff sign
2 off on any disclosure of any type by Defendant KGD regarding their
3 unethical representation of Defendant Trustee in collusion with Defendant
4 Judge Clement.

5 Defendant Holder has repeatedly lied to the Court regarding all
6 aspects of this case including the pathetic lie with **Defendant Holder**
7 **fraudulently stating that she was unable to find any conflict because**
8 **Plaintiff has used another name, deliberately ignoring the name**
9 **Salma Haider Agha-Khan on all forty-nine pages of previously filed**
10 **Bankruptcy Schedules (Exhibit 13), a constant lie source for her.**

11 These Defendants have simply laughed at the Plaintiff, threatened to
12 remove her from Court by force repeatedly, refused to let her speak on her
13 own behalf after she relieved her attorney on the spot and classified her
14 refusal to take part in their legalized theft setup to steal her millions of
15 dollars' worth of property as a **"melt-down"** (Exhibit 14).

16 **DEFENDANTS CONSPIRED AND COMMITTED HATE, RACIAL AND**
17 **SEXUAL DISCRIMINATION CRIMES AGAINST A MINORITY WOMAN**
18 **OF COLOR, SINGLE PARENT OF TWO CHILDREN IN THE**
19 **BANKRUPTCY COURT.**

20 **DEFENDANTS CONSPIRED AND COMMITTED A SERIES OF GRAND**
21 **THEFT FELONIES IN LIEU OF THEIR HATE CRIMES AGAINST THE**
22 **SAME MINORITY WOMAN OF COLOR, SINGLE PARENT OF TWO**
23 **CHILDREN IN THE SAME BANKRUPTCY COURT.**

24 **This organized corruption in bearers of Justice conspiring to steal**
25 **unsuspecting Citizens properties using force and threats of physical**

1 violence against them while acting under color of professional right
2 **MUST BE STOPPED!**

3
4 **V. KDG IS IN VIOLATION OF CALIFORNIA BUSINESS AND**
5 **PROFESSIONS CODE 6068**

6 Plaintiff Salma Agha-Khan, MD., also can prove that Defendant KDG
7 violated and continues to violate California Business and Professions 6068.

8 **" It is the duty of an attorney to do all of the following:**

9 **(e) (1) To maintain inviolate the confidence, and at every**
10 **peril to himself or herself to preserve the secrets, of his or her**
11 **client.**

12 **(g) Not to encourage either the commencement or the**
13 **continuance of an action or proceeding from any corrupt**
14 **motive of passion or interest."**

15 There can be no justification for Defendant KDG to continue representing
16 Defendant Jeffrey Vetter. And finally, **KDG is a Defendant in this**
17 **matter, and will be a witness in their own case.** This violates any
18 basic rule of ethics of an attorney and they should disqualify themselves on
19 this basis alone.

20
21 **VI. DEFENDANT JUDGE CLEMENT HAS RULED AND ALLOWED**
22 **UNETICAL REPRESENTATION OF DEFENDANT TRUSTEE BY**
23 **DEFENDANT KDG IN PLAINTIFF'S ILLEGALLY AND**
24 **FRAUDULENTLY REOPENED BANKRUPTCY**

25 Defendant Judge Clements, previous "allowing" of Defendants Holder

1 and KDG to be hired as Professionals by Defendant Trustee Vetter was an
 2 illegal, unethical and fraudulent act performed by Defendant Judge Clement
 3 who had full knowledge of conflict of interest existing between Plaintiff and
 4 Defendant attorneys.

5 This illegal alliance is made even more evident by Defendant Judge
 6 Clements fraudulent allowing of Defendant KDGs **RETROACTIVE, BACK**
 7 **DATED EMPLOYMENT** to September 13, 2012 which **PREDATES**
 8 **DEFENDANT TRUSTEE VETTERS APPOINTMENT TO THIS CASE** – in
 9 violation of Federal Laws of Bankruptcy and US Department of Justice
 10 Chapter 7 Trustee Handbook Chapter (Exhibits 1,4,5,6&7) Note: On
 11 September 13, 2012 the fraudulent illegal motion to reopen Plaintiffs
 12 Bankruptcy was filed – thus these Defendants were colluding prior to
 13 fraudulent, illegal reopening of Plaintiffs Bankruptcy!

14 Filing of any kind of opposition was actively and very effectively
 15 stopped/prevented by Defendant Judge Clements Order being issued on
 16 November 21, 2012, NINTH DAY AFTER FILING OF DEFENDANT TRUSTEES
 17 ILLEGAL MOTION REQUESTING THIS APPOINTMENT on November 8, 2012.
 18 (Exhibit 1: Doc #77)

19 Defendant Judge Clement further issued an Order in Civil Minutes
 20 stating (Exhibit 5: Doc #109) that

- 21 i) "Notice: LBR 9014-1(f)(2); **no written opposition required**"
- 22 ii) **"No responding party is required to file written**
- 23 **opposition to the motion"** (Pg1Paras1&2)

24 Let's not forget all the **ILLEGAL FIRSTS** that have been introduced
 25 into our Judicial System by this illegal, unethical alliance between Defendant

attorneys, Defendant Trustee Vetter and Defendant Judge Clement. All these ILLEGAL FIRSTS if not dealt with and removed immediately will get quoted, reported and repeated in future years for all times to come. A list of some **salient "ILLEGAL FIRSTS"** is as follows

- i) **illegally changed laws and requirements of Bankruptcy Filings** which now must include in a list of current tangible sellable assets in Schedules all "future, potential, possible, thought processes" that may result in possible future financial gains
- ii) **voiding the two year statute of limitation** from date of filing for reopening of Bankruptcy which can now be reopened whenever a Debtor comes into possession something the Trustee, Judge etc may want as a favor for a "special friend"
- iii) **disregarding critical evidence of Creditors Meeting recordings** and their contents which are not required for reopening Bankruptcies as these are easily and purposefully ignored
- iv) **Presiding Judges can perform following illegal acts**
 - a. **violate** Plaintiffs Civil Rights
 - b. **threaten** Plaintiffs with physical violence in Court hearings
 - c. **actively pick sides** in cases and actively take part in Court proceedings on behalf of their chosen party
 - d. **issue orders illegally** on motions on thirteenth day of filing of that motion **to prevent opposition from filing a written objection**
 - e. **forbid opposition** from filing written objections to their fraudulent rulings

- f. **steal** Plaintiffs property by force in illegally created Court cases **to favor their "special friends"**
- g. **redact** documents proving their corruption
- h. **create** new case number for filing of these previously redacted documents in an effort to hide documents serving as proof of their illegal actions
- i. admit and **favor liars** and their lies while ignoring all prior evidence of legal Court filings and proceedings submitted as facts
- j. **conduct fraudulent hearings** in the name of Bankruptcy with complete absence of Creditors without posting a Notice of Sale or notifying Creditors of an actual sale date
- k. **conduct fraudulent sale of Debtors properties** in the name of Bankruptcy in complete absence of Creditors without posting a Notice of Sale or notifying Creditors of an actual sale date
- l. **lying in the Motion**, Proof of Service and even on Court Proceeding Transcript Title as to the real reason for the hearing while conducting fraudulent hearings for other specific purposes their fit their own personal needs
- m. **accomplish stealing and selling a lawsuit to a Defendant in that same lawsuit** knowingly and fraudulently accepting the Defendant to be an uninvolved "third party"

n. **be instrumental in getting cases dismissed fraudulently** by getting criminal Defendants be both Plaintiff AND Defendant IN THE SAME CASE

o. fraudulently **DIVERT** the filing of documents into a "New" 13-01086 Case Docket to **hide** and **bury** the filings

p. fraudulently **"SHIFT"** the Bankruptcy Proceedings into a "New" Case docket 13-01086 because it has a recent Filing date August 1, 2013 instead of the Main Bankruptcy Docket 10-16183 which has the Filing Date May 30, 2010, Discharge Date September 23, 2010 and ILLEGAL REOPENING DATE September 1, 2012

q. and on and on and on.....the list is truly ENDLESS.

v) It is really amazing and commendable how Defendant Judge Clement with his co-conspirators accomplished such an IMPRESSIVELY long list of ILLEGAL FIRSTS INTRODUCED INTO OUR JUDICIAL SYSTEM in just ONE CASE!!!

In view of the above facts it is painfully evident just how "LEGAL" is this representation/alliance/collusion between Defendants KDG and Trustee Vetter fostered by Defendant Judge Clement continued by Defendant Judge Lee in Plaintiffs illegally reopened Bankruptcy with the specific purpose of stealing Plaintiffs property as a favor to their "new Friends" Defendants Breitman, BBG Ltd, Zouras, Chandler, Grossmans and Lerer Bros Inc?

//////

////

//////

VII. DEFENDANT KDG IS REPRESENTING DEFENDANT TRUSTEE IN THIS CURRENT ADVERSARY ACTION, FEDERAL ACTION ETC NEW AND DIFFERENT CASES AND THIS FRAUD MUST NOT BE ALLOWED TO CONTINUE ANY LONGER

These Defendants, KDG, Lisa Holder and Barry Goldner have little or no ethics of any kind whatsoever. They are all Defendants in this matter with an abundance of serious allegations regarding their repeated lies, theft of Plaintiffs property, concealment with obstruction of Justice, fraud and professional misconduct to name a few with documented proof regarding all criminal acts they committed in this matter's record.

Defendant Judge Clement has recently recused himself in Plaintiffs fraudulently and illegally reopened bankruptcy and will hopefully be punished appropriately for each and every crime he committed himself and was an accessory to.

Criminal acts committed by all these Defendants including Defendant Holder, Goldner and KDG law firm are very serious indeed as are the **HATE, RACIAL AND SEXUAL DISCRIMINATION CRIMES AGAINST A MINORITY WOMAN OF COLOR**, all committed under "legal protection". These Defendants must never be allowed to represent anyone in this matter.

Plaintiff has proven through a line by line audit of most documents in this case, submitted in Second Amended Complaint, the multitude of frauds perpetrated over several years upon the Bankruptcy Court by Defendant Vetter acting in collusion with Defendants KDG, Goldner and Holder claiming this criminal alliance "legal representation".

1 Plaintiff has documented an exhaustive list of unending frauds
2 perpetrated upon the Bankruptcy Court by Defendants KDG, Goldner and
3 Holder. There is no conceivable way this Defendant firm, Defendants
4 Holder or Goldner should be permitted to continue representing anyone who
5 is an adversary to the Plaintiff.

6 In addition to the serious conflict posed by their prior legal
7 malpractice claim settlement with Plaintiff they have also disclosed their
8 association with Citimortgage with whom Plaintiff has an adversarial matter
9 pending in her bankruptcy which was probably the result of unethical
10 interference and illegally influencing Citimortgage against Plaintiff

11 This illegal and unethical involvement of Defendants KDG, Goldner
12 and Holder in matters concerning the Plaintiff when they have proven to
13 have been colluding and conspiring with other Defendants to intentionally
14 steal and cause harm to the Plaintiff does not pass the smell test.

15 This Court must not permit continued violations of Plaintiff's
16 constitutional and civil rights by these corrupt Defendants KDG, Goldner
17 and Holder, Defendant Trustee Vetter and Defendant Judge Clement that
18 have proven to have been colluding and conspiring with other Defendants to
19 intentionally harm the Plaintiff and also commit HATE CRIMES against her
20 and her two children. This illegal and unethical alliance and conduct of
21 these Defendants must be stopped.

22 **VIII. CONCLUSION**

24 Defendants have used Bankruptcy as means to an end where in
25 Bankruptcy Court acting under color of official right Defendants have


- 1 **1. PERPETRATED MULTIPLE GRAND THEFT FELONIES** on Plaintiff's
- 2 properties and on her two children's properties on several occasions
- 3 **2. COMMITTED HATE, RACIAL AND SEXUAL DISCRIMINATION**
- 4 **CRIMES** against Plaintiff and her two children.

5 The above described acts were all performed according to Defendants
6 scheme planned well ahead of the illegal reopening of Plaintiff's Bankruptcy
7 on September 18, 2012.

8 FOR THE REASONS STATED, Plaintiff requests that this Court Order to
9 DISQUALIFY Defendants KDG (KLEIN DENATALE GOLDNER COOPER
10 ROSENLIB & KIMBALL, LLP) from representing of Defendant Trustee
11 Jeffrey Vetter EFFECTIVE IMMEDIATELY.

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13 Respectfully submitted:

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16 DATED: December 29, 2014

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18 _____
19 SALMA AGHA-KHAN, MD.
20 Plaintiff-Debtor In Pro Se
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